

Interstate Commerce Commission
Washington, D. C.

RECORDATION NO. 12-111111 Filed & Recorded

FEB 14 1977 12:35 PM

~~INTERSTATE COMMERCE COMMISSION~~

Gentlemen:

Enclosed for recordation under the provisions of Section 20(c) of the Interstate Commerce Act, as amended, are the original and two counterparts of an Equipment Lease dated as of December 31, 1976.

7-0451053

A general description of the railroad rolling stock covered by the enclosed documents is set forth in Schedule A attached to this letter and made a part hereof.

The names and addresses of the parties are:

Date

FEB 14 1977

Fee \$

50

ICC Washington, D. C.

Lessor:

Trust Company for USL, Inc., as Trustee
under B. F. Goodrich Trust No. 1
1211 West 22nd Street
Oak Brook, Illinois 60521

Agent for

Lessor:

United States Leasing International, Inc.
633 Battery Street
San Francisco, California 94111

Lessee:

The B. F. Goodrich Company
500 South Main Street
Akron, Ohio 44318

The undersigned is an officer of the Lessor mentioned in the enclosed document and has knowledge of the matters set forth therein.

Please return the original Equipment Lease to Robert Nash, Chapman and Cutler, 111 West Monroe Street, Chicago, Illinois 60603.

Also enclosed is a check in the amount of \$50.00 covering the required recording fee.

Very truly yours,

TRUST COMPANY FOR USL, INC.,
as Trustee under B. F. Goodrich
Trust No. 1

By

Its Trust Officer

Enclosures

(B. F. Goodrich Trust No. 1)

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I.C.C.
FEE OPERATION BR.

Handwritten: (C. J. Karpner) - C. J. Karpner

SCHEDULE A

MANUFACTURER:	ACF Industries, Inc.
DESCRIPTION OF EQUIPMENT:	95 100-ton covered hopper cars with roller bearings bearing The B. F. Goodrich Company identifying numbers BFGX 1000 to 1094, both inclusive
SPECIFICATIONS:	Per Purchase Order No. 22-01-70157
ESTIMATED UNIT PURCHASE PRICE:	\$33,000 per Item of Equipment
ESTIMATED TOTAL UNIT PURCHASE PRICE:	\$3,135,000 for all 95 Items of Equipment
UNIT PURCHASE PRICE:	\$31,650 per Item of Equipment or the price per Item set forth in the invoice (in no event to exceed the estimated unit purchase price) delivered by the Manufacturer on the date on which an Item is to be paid for pursuant to the Acquisition Agreement if such invoice is in fact delivered
LINING PURCHASE PRICE:	\$1,385 per Item of Equipment
TOTAL LINING PURCHASE PRICE:	\$131,575 for all 95 Items of Equipment
OUTSIDE DELIVERY DATE:	March 15, 1977
DELIVER TO:	The B. F. Goodrich Company (as designated by the Railroad)
FIXED RENTAL PAYMENTS:	Eighteen (18) semiannual rental payments in arrears each equal to 3.65388% of the aggregate Purchase Price (the Unit Purchase Price plus the Lining Purchase Price) of each Item of Equipment, followed by thirty-two (32) semiannual rental payments in arrears each equal to 4.46504% of such aggregate Purchase Price of such Item of Equipment

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INTERSTATE COMMERCE COMMISSION

EQUIPMENT LEASE

Dated as of December 31, 1976

Between

TRUST COMPANY FOR USL, INC., as Trustee

as Lessor

And

THE B. F. GOODRICH COMPANY,

as Lessee

(B. F. Goodrich Trust No. 1)

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EQUIPMENT LEASE

THE B. F. GOODRICH COMPANY
(B. F. Goodrich Trust No. 1)

THIS EQUIPMENT LEASE dated as of December 31, 1976 between TRUST COMPANY FOR USL, INC., an Illinois corporation, as trustee (the "Lessor") under a Trust Agreement dated as of December 31, 1976 with BORG-WARNER LEASING CORPORATION, a Delaware corporation (the "Trustor") and THE B. F. GOODRICH COMPANY, a New York corporation (the "Lessee");

W I T N E S S E T H:

That for and in consideration of the premises and of the rental to be paid and the covenants hereinafter mentioned, the parties hereby agree as follows:

SECTION 1. MANUFACTURE AND DELIVERY OF EQUIPMENT.

1.1. Intent to Lease and Hire. The Lessor is acquiring certain equipment (collectively the "Equipment" or the "Items" and individually "Item" or "Item of Equipment") described in Schedule A attached hereto and made a part hereof and, upon delivery of each Item of Equipment, the Lessor shall lease and let such Item of Equipment to the Lessee and the Lessee shall hire such Item of Equipment from the Lessor for the rental and on and subject to the terms and conditions herein set forth.

1.2. Inspection and Acceptance. Upon delivery of each Item of Equipment the Lessee will inspect such Item of Equipment and if such Item of Equipment tendered for delivery meets the specifications, the Lessee will accept delivery thereof and execute and deliver to ACF Industries, Inc. (the "Manufacturer"), which is the Manufacturer of the Equipment, and Tank Lining Corporation ("Tank Lining"), which is applying a two coat interior lining to each Item of Equipment and the Lessor Certificates of Acceptance, substantially in the form of Exhibit A attached hereto and made a part hereof.

1.3. Certificate of Acceptance. The Lessee's execution and delivery to the Lessor of Certificates of Acceptance with respect to each Item of Equipment shall conclusively establish that, as between the Lessor and the Lessee, but without limiting or otherwise affecting the Lessee's rights, if any, against the Manufacturer or Tank Lining, each Item of Equipment is acceptable to and accepted by the Lessee under this Lease, notwithstanding any

defect with respect to design, manufacture, condition or in any other respect, and that each Item of Equipment is in good order and condition and appears to conform to the specifications applicable thereto and all applicable United States Department of Transportation and Interstate Commerce Commission requirements and specifications, if any. The Lessee represents that upon execution and delivery of such Certificate of Acceptance, the Lessee shall have no knowledge of any such defect as of the date of such acceptance.

SECTION 2. RENTALS AND PAYMENT DATES.

2.1. Rent for Equipment. The Lessee agrees to pay the Lessor the following rent for each Item of Equipment:

(a) Fixed Rental. For each Item of Equipment, fifty (50) semiannual installments of fixed rental ("Fixed Rental") payable in arrears in the amounts provided for in Schedule A hereto; and

(b) Interim Rental. For each Item of Equipment, an amount per day (the "Interim Rental") equal to 0.0232639% of the Purchase Price thereof (as set forth in Schedule A hereto) for the period, if any, from the date of settlement for such Item of Equipment, to, but not including, April 30, 1977 (the "Term Lease Commencement Date").

2.2. Rent Payment Dates. The installment of Interim Rental for each Item of Equipment shall be due and payable on the Term Lease Commencement Date. The installments of Fixed Rental for all Items of Equipment shall be due and payable on the thirtieth day of April and October in each year commencing October 30, 1977 to and including April 30, 2002.

If any of the rent payment dates is not a business day, the rent payment otherwise payable on such date shall be payable on the next succeeding business day. For purposes of this Lease, the term "business day" means calendar days, excluding Saturdays, Sundays and holidays on which banks in the States of Ohio or Illinois are authorized or required to close.

2.3. Manner and Place of Payment. Except as hereinafter provided, the Lessor irrevocably instructs the Lessee to make all payments hereunder to the Assignee, with instructions to the Assignee, first, to apply such payments to satisfy the obligations of the Lessor in respect of said Notes (the "Notes") of the Lessor issued pursuant to the Loan Agreement dated as of December 31, 1976 (the "Loan Agreement") between the Lessor and The Lincoln National Life Insurance Company ("Lincoln National") due and payable on the date such payments are due and payable hereunder and, second, so long as no Event of Default hereunder or under the Security Agreement (as defined in the Loan Agreement) shall have occurred and be continuing, to pay any balance promptly to the Lessor in legal tender of the United States by cashier's check of the Assignee mailed to the Trustor at such address as the Lessor shall designate to the Assignee in writing. All payments hereunder owing to the Lessor or the Trustor pursuant to Sections 6, 10 and 11.1 (with

respect to public liability insurance) hereof or payments due or becoming due following the payment in full of all principal and interest on the Notes of the Lessor shall be made directly to the Lessor or the Trustor at such place and in such manner (i.e., by wire transfer or by a check) as the Lessor shall specify to the Lessee in writing. In the event the Lessor, Trustor or any Assignee pursuant to Section 16 hereof shall receive sums from the Lessee in excess of those then due and owing to any such party, such excess shall, in the absence of a default hereunder be remitted to the Lessee. In case any payment is made directly to the Trustor, the Lessee shall promptly provide the Assignee with written notice indicating the date and amount of such payment. The Lessee agrees that it will pay all Interim Rental, Fixed Rental and Casualty Values due hereunder by a check delivered to the Assignee on such date as to permit the collection by the Assignee of immediately available funds at the office of the Assignee not later than the due date of such payment or, at the option of the Lessee, by wire transfer at the opening of business on the due date of such payment of immediately available funds to the Assignee. Any other sums to be paid by the Lessee hereunder shall be made by check payable to the order of the party to receive the same and mailed thereto at its last known address.

2.4. Net Lease. This Lease is a net lease and the Lessee shall not be entitled to any abatement of rent or reduction thereof, including, but not limited to, abatements or reductions due to any present or future claims of the Lessee against the Manufacturer or the Lessor under this Lease or otherwise, nor, except as otherwise expressly provided herein, shall this Lease terminate, or the respective obligations of the Lessor or the Lessee be otherwise affected, by reason of any defect in or failure of title of the Lessor to the Equipment or any defect in or damage to or loss or destruction of all or any of the Equipment from whatsoever cause, the taking or requisitioning of the Equipment by condemnation or otherwise, the lawful prohibition of the Lessee's use of the Equipment, the interference with such use by any private person or corporation, any strike or other labor dispute, the invalidity or unenforceability or lack of due authorization or other infirmity of this Lease, or lack of right, power or authority of the Lessor to enter into this Lease, or for any other cause whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding, it being the intention of the parties hereto that the rents and other amounts payable by the Lessee hereunder shall continue to be payable in all events unless the obligation to pay the same shall be terminated pursuant to Section 11 hereof, or until, pursuant to Section 13 hereof, the Equipment is placed and ready for delivery to the Lessor or is stored for the Lessor or is en route to delivery to the Lessor.

SECTION 3. TERM OF THE LEASE.

The term of this Lease as to each Item of Equipment shall begin on the date of delivery to and acceptance by the Lessee of such Item of Equipment and, subject to the provisions of Section 11

hereof; shall terminate 25 years following the Term Lease Commencement Date.

SECTION 4. OWNERSHIP AND MARKING OF THE EQUIPMENT.

4.1. Retention of Title. The Lessor, as between the Lessor and the Lessee, shall and hereby does retain full legal title to the Equipment notwithstanding the delivery thereof to and the possession and use thereof by the Lessee.

4.2. Duty to Number and Mark Equipment. The Lessee shall cause each Item of Equipment to be kept numbered with its road number as set forth in Schedule A and will keep and maintain, plainly, distinctly, permanently and conspicuously marked by a plate or stencil printed in contrasting color upon each side of each Item of Equipment in letters not less than one inch in height as follows:

"Leased from a Bank or Trust Company, and subject to a Security Interest Recorded with the Interstate Commerce Commission"

with appropriate changes thereof and additions thereto as from time to time may be required by law in order to protect the title of the Lessor to such Item of Equipment, its rights under this Lease and the rights of any assignee under Section 16 hereof. The Lessee will not place any such Item of Equipment in operation or exercise any control or dominion over the same (except to the extent necessary to mark any such Item in accordance with the requirements of this Section 4.2) until the required legend shall have been so marked on both sides thereof and will replace promptly any such names and word or words which may be removed, defaced or destroyed. The Lessee will not change the road number of any Item of Equipment except with the consent of the Lessor (which consent will not be unreasonably withheld) and in accordance with a statement of new road numbers to be substituted therefor, which consent and statement previously shall have been filed with the Lessor by the Lessee and filed, recorded or deposited in all public offices where this Lease shall have been filed, recorded or deposited.

4.3. Prohibition Against Certain Designations. Except as above provided, the Lessee will not allow the name of any person, association or corporation to be placed on the Equipment as a designation that might be interpreted as a claim of ownership; provided, however, that the Lessee or any party subleasing the Equipment pursuant to Section 17.2 hereof may cause the Equipment to be lettered with the names or initials or other insignia customarily used by the Lessee or its affiliates or such sublessee, as the case may be, on railroad equipment used by it of the same or a similar type for convenience of identification.

The Lessee shall indemnify the Lessor, the Trustor and any assignee against any liability, loss or expense incurred by any of them as a result of the aforesaid marking of the Equipment with such name, initials or insignia.

SECTION 5. DISCLAIMER OF WARRANTIES.

THE LESSOR LEASES THE EQUIPMENT AS-IS, IN WHATEVER CONDITION IT MAY BE, WITHOUT ANY AGREEMENT, WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED BY EITHER THE LESSOR OR THE TRUSTOR, EACH EXPRESSLY DISCLAIMING ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO (A) THE FITNESS FOR ANY PARTICULAR PURPOSE OR MERCHANTABILITY OF ANY ITEM OR ITEMS OF EQUIPMENT, INCLUDING BUT NOT LIMITED TO THEIR VALUE, CONDITION, DESIGN OR OPERATION, (B) THE LESSOR'S TITLE THERETO, (C) THE DESIGN OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE EQUIPMENT OR (D) ANY OTHER MATTER WHATSOEVER RELATING TO THE MATTERS SET FORTH IN CLAUSES (A), (B) OR (C) HEREOF, IT BEING AGREED THAT ALL SUCH RISKS, AS BETWEEN THE LESSOR AND THE LESSEE ARE TO BE BORNE BY THE LESSEE. The Lessor hereby appoints and constitutes the Lessee its agent and attorney-in-fact during the term of this Lease to assert and enforce (as the Lessee in its sole discretion deems appropriate) in the name and for the account of the Lessor and the Lessee, as their interests may appear, whatever claims and rights the Lessor may have as owner of the Equipment against the Manufacturer or Tank Lining, provided that the assertion and enforcement, if any, of such claims and rights will be at the sole cost and expense of the Lessee.

SECTION 6. LESSEE'S INDEMNITY.

6.1. Scope of Indemnity. The Lessee shall defend, indemnify and save harmless the Lessor and the Trustor and their successors and assigns from and against claims, causes of action, damages, liability, cost or expenses of Third Parties (as hereinafter defined):

(a) any and all loss or damage of or to the Equipment, usual wear and tear excepted, and

(b) any claim, cause of action, damages or liability, cost or expense (including without limitation reasonable counsel fees and reasonable costs in connection therewith) which may be incurred in any manner or by or for the account of any of them (i) relating to the Equipment or any part thereof, including without limitation the construction, purchase, delivery, ownership, leasing or return of the Equipment or as a result of the use, maintenance, repair, replacement, operation or the condition thereof (whether defects are latent or discoverable by the Lessor or by the Lessee), (ii) by reason or as the result of any act or omission of the Lessee for itself or as agent or attorney-in-fact for the Lessor hereunder, (iii) as a result of claims for patent infringements, or (iv) as a result of claims based upon warranty, breach of contract, negligence or other tortious liability, including without limitation, strict liability in tort. The Lessee understands and agrees that its obligations to purchase and maintain insurance in accordance with Section 11.1 of this Lease shall in no event constitute a release of the Lessee in respect of its obligations under this Section 6.

"Third Party" shall, for purposes of this Section 6.1, mean and include any individual, partnership, corporation, unincorporated organization or government or agency or political subdivision thereof, excepting only the Lessor and the Trustor and their respective successors and assigns (the "Indemnitees") if and to the extent any such Indemnatee is claiming for its own account and not directly or indirectly on behalf of any Third Party.

It is understood and agreed that the negligence of one Indemnatee shall not be imputed to any other Indemnatee.

(c) Anything in this Section 6.1 to the contrary notwithstanding, the Lessee shall not be required to indemnify any Indemnatee against any loss, damage, injury, claim or demand which arises out of or is caused by the gross negligence or willful misconduct of such Indemnatee (it being understood that the gross negligence or willful misconduct of one Indemnatee shall not be imputed to any other Indemnatee).

6.2. Continuation of Indemnities and Assumptions. The indemnities and assumptions of liability in this Section 6 contained shall continue in full force and effect notwithstanding the termination of this Lease, or the termination of the term hereof in respect of any one or more Items of Equipment, whether by expiration of time, by operation of law or otherwise; provided, however, that such indemnities and assumption of liability shall not apply after the termination of this Lease with respect to any matters referred to in subsection (a) or clauses (i), (ii) or (iv) of subsection (b) of Section 6.1 hereof occurring after the termination of this Lease, except for any such matters which arise in connection with the Lessee's assembling, delivering, storing or transporting of the Equipment as provided in Section 13 or 15, as the case may be, or matters arising out of events occurring prior to such termination. The indemnities and assumptions of liabilities set forth in this Section 6 do not constitute a guarantee of residual value in the Equipment or of payment of the Notes. The Lessee shall be entitled to control, and shall assume full responsibility for, the defense of such claim or liability.

SECTION 7. RULES, LAWS AND REGULATIONS.

The Lessee agrees to comply with all laws, regulations, requirements and rules of all governments, whether of the United States or countries foreign thereto or any State, province, territory or other political subdivision thereof having jurisdiction (including the rules of the United States Department of Transportation and the interchange rules of the Association of American Railroads) with respect to the title, use, maintenance and operation of each Item of Equipment subject to this Lease. In case any equipment or appliance on any such Item of Equipment shall be required to be changed or replaced, or in case any additional or other equipment or appliance is required to be installed on such Item of Equipment, in order to comply with such laws, regulations, requirements and rules, the Lessee agrees to make such changes, additions and replacements at its own expense.

SECTION 8. USE AND MAINTENANCE OF EQUIPMENT.

The Lessee shall use the Equipment only in the manner for which it was designed and intended and so as to subject it only to ordinary wear and tear. The Lessee shall, at its own cost and expense, maintain and keep the Equipment in good order, condition and repair, ordinary wear and tear excepted, suitable for use in interchange. The Lessee understands and agrees that it will maintain or reapply, as the case may be, the two coat interior lining process to each Item of Equipment if and to the extent the same becomes necessary in order to comply with the terms of this Section 8. Except as required by the provisions of Section 7 hereof, the Lessee shall not modify any Item of Equipment without written authority and approval of the Lessor which shall not be unreasonably withheld.

Any parts installed or replacements made by the Lessee upon any Item of Equipment pursuant to the requirements of Section 7 or pursuant to the Lessee's obligation to maintain and keep the Equipment in good order, condition and repair pursuant to this Section 8 shall be considered accessions to such Item of Equipment and title thereto shall be immediately vested in the Lessor, without cost or expense to the Lessor.

The Lessee shall make no other additions or improvements to any Item of Equipment unless the same are readily removable without causing material damage to such Item. If the Lessee shall at its cost cause such readily removable additions or improvements to be made to any Item, the Lessee agrees that it will, prior to the return of such Item to the Lessor hereunder remove the same at its expense without causing material damage to such Item. Title to any such readily removable additions or improvements shall remain with the Lessee.

SECTION 9. LIENS ON THE EQUIPMENT.

The Lessee shall pay or satisfy and discharge any and all claims against, through or under the Lessee and its successors or assigns which, if unpaid, might constitute or become a lien or a charge upon the Equipment, and any liens or charges which may be levied against or imposed upon any Item of Equipment as a result of the failure of the Lessee to perform or observe any of its covenants or agreements under this Lease, but the Lessee shall not be required to pay or discharge any such claims so long as it shall, in good faith and by appropriate legal proceedings, contest the validity thereof in any reasonable manner which will not affect or endanger the title and interest of the Lessor and the Assignee in and to the Equipment. The Lessee's obligations under this Section 9 shall survive termination of the Lease.

SECTION 10. FILING, PAYMENT OF FEES AND TAXES.

10.1. Filing. Prior to the delivery and acceptance of the first Item of Equipment, the Lessee will, at its sole expense, cause this Lease and any security agreement and/or assignment

executed by the Lessor with respect to the Equipment or the Lease to be duly filed, registered or recorded in conformity with Section 20c of the Interstate Commerce Act and in such other places within or without Canada and the United States as the Lessor may reasonably request for the protection of its title or the security interest of the Assignee under such security agreement and/or assignment and will furnish the Lessor and such Assignee proof thereof, including without limitation opinions of such counsel as shall be reasonably deemed necessary by the Lessor or such Assignee. The Lessee will, from time to time, do and perform any other act and will execute, acknowledge, deliver, file, register and record (and will re-file, re-register, or re-record wherever and whenever required) any and all further instruments required by law or reasonably requested by the Lessor, for the purpose of protecting the Lessor's title to, or such Assignee's security interest in, the Lease and the Equipment to the satisfaction of the Lessor's and such Assignee's counsel or for the purpose of carrying out the intention of this Lease, and in connection with any such action, will deliver or cause to be delivered to the Lessor proof of such filings, including without limitation, opinions of counsel reasonably satisfactory to the Lessor and such Assignee that such action has been properly taken. The Lessee will pay all costs, charges and expenses incident to any such filing, re-filing, registering, re-registering, recording and re-recording of any such instruments or incident to the taking of such action, including reasonable attorney's fees.

10.2. Payment of Taxes. All payments to be made by the Lessee hereunder will be free of expense to the Lessor for collection or other charges and will be free of expense to the Lessor with respect to the amount of any local, state, Federal or foreign taxes (other than any United States Federal income tax, and state or local income tax or state or local receipts tax in lieu of an income tax [and, to the extent that the Lessor receives credit therefor against its United States Federal income tax liability, any foreign income tax] payable by the Lessor in consequence of the receipt of payments provided herein and other than the aggregate of all franchise and capital stock taxes measured by net income based on such receipts or net worth, up to the amount of any such taxes which would be payable to the state and city in which the Lessor has its principal place of business without apportionment to any other state, except any such tax which is in substitution for or relieves the Lessee from the payment of taxes which it would otherwise be obligated to pay or reimburse as herein provided), assessments or license fees and any charges, fines or penalties in connection therewith (hereinafter called "Impositions") hereafter levied or imposed upon or in connection with or measured by this Lease or any sale, rental, use, payment, shipment, delivery or transfer of title under the terms hereof or any security agreement, all of which Impositions the Lessee assumes and agrees to pay on demand in addition to the payments to be made by it provided for herein. The Lessee will also pay promptly all Impositions which may be imposed upon any Item of Equipment or for the use or operation thereof or upon the Lessee's earnings arising therefrom or upon the Lessor solely by reason of its ownership thereof and will keep

at all times all and every part of such Item of Equipment free and clear of all Impositions which might in any way affect the title of the Lessor or result in a lien upon any such Item of Equipment; provided, however, that the Lessee shall be under no obligation to pay any Impositions so long as it is contesting in good faith and by appropriate legal proceedings such Impositions and the nonpayment thereof does not, in the advance opinion of the Lessor and the Assignee, adversely affect the title, property or rights of the Lessor or such Assignee hereunder. If any Impositions shall have been charged or levied against the Lessor directly and paid by the Lessor, the Lessee shall reimburse the Lessor on presentation of an invoice therefor. Prior to making such payment, the Lessor shall promptly notify the Lessee of the Impositions charged or levied, and the Lessee shall have the opportunity to contest in good faith and by appropriate legal proceedings such Impositions, at its sole expense, but shall not be permitted to withhold reimbursement if the Lessor or the Assignee in good faith determines that withholding payment of such Impositions would materially endanger the Lessor's or such Assignee's right, title or interest in the Equipment or its proceeds.

In the event any reports with respect to Impositions are required to be made on the basis of individual Items of Equipment, the Lessee will either make such reports in such manner as to show the interests of the Lessor and the Assignee in such Items of Equipment or notify the Lessor and such Assignee of such requirement and make such reports in such manner as shall be satisfactory to the Lessor and such Assignee.

In the event that, during the continuance of this Lease, any Imposition accrues or becomes payable or is levied or assessed (or is attributable to the period of time during which this Lease is in existence) which the Lessee is or will be obligated to pay or reimburse, pursuant to this Section 10.2, such liability shall continue, notwithstanding the expiration of this Lease, until all such Impositions are paid or reimbursed by the Lessee.

SECTION 11. INSURANCE; PAYMENT FOR CASUALTY OCCURRENCE FOR EQUIPMENT UNSERVICEABLE FOR USE.

11.1. Insurance. The Lessee agrees that it will at all times during the term of this Lease and at its own cost and expense keep each Item of Equipment insured against loss on an "all risk" basis, which shall be customary for companies owning property of similar character and engaged in a business similar to that engaged in by the Lessee at not less than the value of such Item from time to time payable by railroad companies in possession of such Item in the event the same should then be destroyed beyond repair pursuant to applicable rules of the Interstate Commerce Commission, the United States Department of Transportation and the American Association of Railroads and will maintain general public liability insurance with respect to the Equipment against damage because of bodily injury, including death, or damage to property of others, such insurance to afford protection to the limit of not less than \$1,000,000 per occurrence. Any such insurance may have applicable thereto deductible provisions, provided it is expressly understood and agreed that any loss, cost or expense arising out of use of deductible shall be exclusively the cost and expense of

the Lessee. All such insurance shall cover the interest of the Lessor, the Lessee and the Assignee in the Equipment or, as the case may be, shall protect the Lessor, the Trustor, the Lessee and the Assignee in respect of risks arising out of the condition, the maintenance, use or ownership of the Equipment and shall provide that losses, if any, in respect of the Equipment shall be payable to the Lessee and the Lessor as their respective interests may appear; provided, however, that upon receipt by the Lessee of notice of the assignment of this Lease and the rents and other sums payable hereunder, as provided in Section 16 hereof, the Lessee shall cause the insurance on the Equipment to provide that the losses, if any, shall be payable (except as provided below) to the Assignee specified in such notice under a standard mortgage loss payable clause satisfactory to the Lessor and the Assignee which shall provide that the insurer thereunder waives all rights of subrogation against the Lessor, the Lessee, the Trustor and the Assignee, that 30 days' prior written notice of cancellation shall be given to the Lessor and the Assignee and that such insurance as to the interest of the Assignee therein shall not be invalidated by any act or neglect of the Lessor, the Lessee or the Trustor or by any foreclosure or other remedial proceedings or notices thereof relating to the Equipment or any interest therein nor by any change in the title or ownership of the Equipment or any interest therein or with respect thereto, or by the use or operation of the Equipment for purposes more hazardous or in a manner more hazardous than is permitted by such policy. No such policy shall contain a provision relieving the insurer thereunder of liability for any loss by reason of the existence of other policies of insurance covering the Equipment against the peril involved, whether collectible or not; provided, however, that such policy may relieve the insurer thereunder of such liability to the extent that payment is made by a railroad company as compensation for the destruction beyond repair of an Item of Equipment pursuant to applicable rules of the Interstate Commerce Commission, the United States Department of Transportation and the American Association of Railroads. The loss, if any, under any policy covering the Equipment shall be adjusted with the insurance companies by the Lessee, subject to the approval of the Lessor and the Assignee if the loss exceeds \$100,000. If the loss so adjusted is \$35,000 or less said loss shall, provided no Event of Default or event which with the lapse of time or giving of notice, or both, would constitute an Event of Default has occurred and is continuing, be paid directly to the Lessee and in all other cases to the Assignee pursuant to said loss payable clause. All such policies shall provide that the loss, if any, thereunder shall be adjusted and paid as provided in this Lease. The Lessee shall furnish the Lessor with certificates or other satisfactory evidence of maintenance of the insurance required hereunder and with respect to any renewal policy or policies shall furnish certificates evidencing such renewal prior to the expiration date of the original policy or policies. All such policies shall provide that the same shall not be cancelled or materially changed without at least 30 days prior written notice to each assured named therein.

The proceeds of any insurance received by the Lessor or the Assignee on account of or for any loss or casualty in respect of any Item of Equipment shall be released to the Lessee either (i) upon a written application signed by the President, any Vice President or the Treasurer of the Lessee for the payment of, or to reimburse the Lessee for the payment of, the cost of repairing, restoring or replacing the Item of Equipment which has been lost, damaged or destroyed so long as the restoration, replacement and repair parts become immediately subject to all of the terms and conditions of this Lease and all public filings, recordings and registrations necessary or expedient to vest title thereto in the Lessor are accomplished by the Lessee at its expense (which application shall be accompanied by satisfactory evidence of such cost and of the completion of such repair, restoration or replacement), or (ii) if this Lease is terminated with respect to such Item of Equipment pursuant to Section 11.5 promptly, upon payment by the Lessee of the Casualty Value to the Assignee; provided that, if Lessee is at the time of the application in default in the payment of any other liability of the Lessee to the Lessor hereunder such proceeds shall be applied against such liability.

11.2. Duty of Lessee to Notify Lessor. In the event that any Item of Equipment shall be or become lost, stolen, destroyed, or, in the opinion of the Lessee, irreparably damaged during the term of this Lease, including any renewal term hereunder, or thereafter while the Item of Equipment is in the possession of the Lessee pursuant to Section 13 or 15 hereof, or shall be requisitioned or taken over by any governmental authority under the power of eminent domain or otherwise during the term of this Lease, including any renewal terms hereunder (any such occurrence, except for any requisition which by its terms is for an indefinite period or is for a stated period which does not exceed the remaining term of this Lease, being hereinafter called a Casualty Occurrence), the Lessee shall promptly and fully (after it has knowledge of such Casualty Occurrence) inform the Lessor and the Assignee in regard thereto and shall pay the Casualty Value (as herein defined) of such Item in accordance with the terms hereof.

11.3. Sum Payable for Casualty Loss. Subject to clause (i) of the second paragraph of Section 11.1 hereof, the Lessee shall, on the Term Lease Commencement Date or the Fixed Rental payment date following its knowledge of a Casualty Occurrence with respect to any Item of Equipment, pay to the Lessor the Interim Daily Rental or Fixed Rental installment due on such rental payment date for such Items of Equipment plus a sum equal to the Casualty Value of such Item or Items of Equipment as of the date of such payment. In the event that an Item of Equipment suffers a Casualty Occurrence at the end of the term of this Lease or after termination hereof and before such Item shall have been returned in the manner provided in Section 13 hereof, the Lessee shall promptly and fully notify the Lessor with respect thereto and pay to the Lessor not as a penalty, but as liquidated damages promptly upon demand of the Lessor an amount equal to 20% of the Purchase Price of such Item.

11.4. Optional Retirement of Equipment. When, in the good faith judgment of a Vice President or Treasurer and the Secretary or an Assistant Secretary of the Lessee, not less than twenty Items of Equipment then leased hereunder shall have become economically unserviceable, the Lessee may upon not less than 90 days' prior written notice to the Lessor, which notice shall identify such Items of Equipment and designate the date on which termination will be effective, terminate this Lease with respect to such Items of Equipment as of the payment date for the twentieth installment of Fixed Rental or as of any succeeding payment date for Fixed Rental during the original term of this Lease with respect to such Items of Equipment upon payment to the Lessor of an amount equal to the Casualty Value of such Item or Items of Equipment (together with the installment of Fixed Rental then due in respect of such Item or Items of Equipment). For the purposes of this Section 11.4, interest rates or similar finance charges payable by the Lessee in connection with the acquisition of similar equipment under conditional sales contracts, leases or other arrangements for deferred payment of the purchase price, shall be disregarded in the determination of economic unserviceability and the Lessee shall so certify in writing in connection with any such termination.

11.5. Rent Termination. Upon (and not until) payment of the Casualty Value in respect of any Item or Items of Equipment and the Interim Rental or Fixed Rental installment due on such payment date, the obligation to pay rental for such Item or Items of Equipment accruing subsequent to the Casualty Value payment date shall terminate, but the Lessee shall continue to pay rental for all other Items of Equipment.

11.6. Disposition of Equipment. Any Item or Items of Equipment having suffered a Casualty Occurrence or having been the subject of a determination of economic unserviceability pursuant to Section 11.4 hereof shall be sold for cash as soon as reasonably possible for the highest price reasonably obtainable pursuant to a purchase offer obtained by either the Lessor or the Lessee, each of whom shall put forth a reasonable effort to obtain such price. Any such disposition shall be on an "AS IS", "WHERE IS" basis without representation or warranty, express or implied. As to each separate Item of Equipment so disposed of, the Lessee may, provided no Event of Default shall have occurred and is continuing, receive or retain, as the case may be, all amounts of such price plus any insurance proceeds and damages received by the Lessee by reason of such Casualty Occurrence up to the Casualty Value attributable thereto, but shall not receive or shall remit, as the case may be, the excess, if any, to the Lessor. In disposing of such Item or Items of Equipment, the Lessee shall take such action as the Lessor shall reasonably request to terminate any contingent liability which the Lessor might have arising after such disposition

from or connected with such Item or Items of Equipment. Neither the Lessee nor any "affiliate" (as that term is hereinafter defined) of the Lessee shall be permitted to purchase any Item of Equipment with respect to which this Lease has been terminated pursuant to Section 11.3 or Section 11.4. Any sale or other disposition pursuant to this Section 11.6 must be effective to fully divest the Lessor of all of the Lessor's right, title and interest in and to, and all obligations of the Lessor with respect to, such Item or Items. It is understood and agreed that any out-of-pocket costs or expenses reasonably incurred by the Lessor or the Lessee in connection with the sale or other disposition of any Item of Equipment shall be deducted from the excess, if any, of sale proceeds over the then applicable Casualty Value in computing any amounts due and owing to the Lessee hereunder and to the extent there is no such excess, the Lessee agrees to reimburse the Lessor for such expenses.

For purposes of this Section 11.6, the term "affiliate" shall mean any subsidiary of the Lessee or any corporation or other person reported in the published financial statements of the Lessee in accordance with generally accepted accounting principles.

11.7. Casualty Value. The Casualty Value of each Item of Equipment shall be an amount determined as of the date the Casualty Value is paid as provided in this Section 11 (and not the date of the Casualty Occurrence) equal to that percentage of the Purchase Price of such Item of Equipment set forth in the Schedule of Casualty Values attached hereto as Schedule B opposite such date of payment.

11.8. Risk of Loss. The Lessee shall bear the risk of and, except as hereinabove in this Section 11 provided, shall not be released from, its obligations hereunder in the event of any Casualty Occurrence to any Item of Equipment after the date hereof and continuing until payment of the Casualty Value and the Interim Rental or Fixed Rental installments due on and prior to the date of payment of such Casualty Value in respect of such Item of Equipment has been made, such Item or the salvage thereof has been disposed of by the Lessee and the title to such Item or the salvage thereof and all risk of loss and liabilities incident to ownership have been transferred to the purchaser of such Item or the salvage thereof.

11.9. Eminent Domain. In the event that during the term of this Lease the use of any Item of Equipment is requisitioned or taken by any governmental authority under the power of eminent domain or otherwise for an Indefinite Period (as hereinafter defined) or a stated period which exceeds the remaining term of this Lease, the Lessee's duty to pay rent shall terminate as of the Interim Rental or Fixed Rental payment date next succeeding such requisition or taking and the Lessee shall pay to the Lessor the higher of the fair market value of such Equipment (as determined in accordance

with the procedures set forth in Section 20.2(b) hereof) or the Interim Rental or Fixed Rental installment due on such date plus the Casualty Value then due and owing. In the case of any other requisition or taking the Lessee's duty to pay rent shall continue for the duration thereof. So long as no Event of Default shall have occurred and be continuing under this Lease and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, could constitute an Event of Default hereunder, the Lessee shall (a) be entitled to receive and retain for its own account all sums payable for any taking which is not for an Indefinite Period or for a stated period which exceeds the term of the Lease by such governmental authority as compensation for requisition or taking of possession to an amount equal to the rental paid or payable hereunder for such period, and the balance, if any, shall be payable to and retained by the Lessor as its sole property; and (b) shall, in the event the Lessee has paid the Casualty Value and rental then due or fair market value of the Equipment, be entitled to the proceeds from the sale of the Equipment as and when the same is sold up to the Casualty Value of the Equipment with the excess thereof to be retained by the Lessor.

"Indefinite Period" shall for purposes of this Section 11.9 mean a requisition or taking by any governmental authority under the power of eminent domain or otherwise for an indefinite period either (a) in respect of which the requisition or taking (x) occurred prior to the tenth Fixed Rental payment date and (y) remains indefinite as of the twelfth Fixed Rental payment date, or (b) in respect of which the requisition or taking (x) occurred on or after the tenth Fixed Rental payment date and (y) remains indefinite as of the second Fixed Rental payment date next succeeding such requisition or taking.

SECTION 12. FINANCIAL AND OTHER REPORTS.

12.1. Status Reports. On or before April 1 in each year, commencing with the year 1978, the Lessee will furnish to the Lessor or its assigns an accurate statement, as of the end of the preceding calendar year (a) showing the numbers of the Items of Equipment then leased hereunder, the amount, description and numbers of all Items of Equipment that may have suffered a Casualty Occurrence during each calendar year (or since the date of this Lease, in the case of the first such statement), and such other information regarding the condition or repair of the Equipment as the Lessor may reasonably request, and (b) stating that, in the case of all Equipment repainted during the period covered by such statement, the markings required by Section 4 hereof shall have been preserved or replaced, and (c) describing the insurance coverage, if any, maintained by the Lessee pursuant to Section 11.1 hereof.

12.2. Lessor's Inspection Rights. The Lessor and the Lessor's assigns shall each have the right, at its sole cost and expense, by its authorized representative, to inspect the Equipment and the Lessee's records with respect thereto, at such times during normal business hours following at least three days prior written notice to the Lessee as shall be reasonable to confirm to the Lessor or its assigns the existence and proper maintenance thereof during the continuance of this Lease.

12.3. Financial Reports and Inspection Rights. The Lessee agrees that it will furnish to the Lessor, the Assignee and any institutional holder of the Notes the following:

(a) As soon as available and in any event within 60 days after the end of each quarterly period, except the last, of each fiscal year, copies of the quarterly report of the Lessee to the Securities and Exchange Commission on Form 10-Q (or any substantially comparable form hereafter prescribed by such Commission);

(b) As soon as available and in any event within 120 days after the last day of each fiscal year, a copy of the annual report of the Lessee to the Securities and Exchange Commission on Form 10-K (or any substantially comparable form hereafter prescribed by such Commission);

(c) As soon as available, copies of such financial statements, reports and proxy statements as the Lessee shall furnish to its stockholders; and

(d) Such additional information as the Lessor, the Assignee or Assignees thereof and any such institutional holder may reasonably request concerning the Lessee, in order to enable such party to determine whether the covenants, terms and provisions of the Lease have been complied with by the Lessee.

The Lessee agrees to permit the Lessor, the Assignee thereof or any such institutional holder (or such persons as the Lessor, any such Assignee or any such institutional holder may designate) to visit and inspect, under the Lessee's guidance, the Equipment and to examine the records or books of account of the Lessee relating to the Equipment and to discuss the affairs,

finances and accounts of the Lessee relating to the Equipment with its officers and independent accountants, during normal business hours on any such date or dates following at least three days prior written notice to the Lessee, as the Lessor or such Assignee or any such institutional holder may desire.

SECTION 13. RETURN OF EQUIPMENT UPON EXPIRATION OF TERM.

Upon the expiration of the term of this Lease, the Lessee will, at its own cost and expense, at the request of the Lessor, deliver possession of the Equipment to the Lessor upon such storage tracks within the continental United States as the Lessor may designate and the Lessee will pay for the storage of the Equipment on such tracks for a period not exceeding 90 days (commencing after 90% of the Items of Equipment then leased hereunder have been delivered to such place of storage, it being understood and agreed by the Lessee that as to the remaining 10% of the Items it shall provide up to 90 days free storage with respect thereto from and after the date such Item is delivered to such place of storage) and transport the same at any time within such 90 day period to any connecting carrier for shipment, all as directed by the Lessor upon not less than thirty (30) days written notice to the Lessee. All movement and storage of each Item of Equipment is to be at the risk and expense of the Lessee. During any such storage period the Lessee will permit the Lessor or any person designated by it, including the authorized representative or representatives of any prospective purchaser of any Item of Equipment to inspect the same; provided, however, that the Lessee shall not be liable, except in the case of negligence of the Lessee or of its employees or agents, for any injury to, or the death of, any person exercising, either on behalf of the Lessor or any prospective purchaser, the rights of inspection granted under this Section. Each Item of Equipment returned to the Lessor pursuant to this Section 13 shall (i) be in the same order, repair and condition as when originally delivered to the Lessee, ordinary wear and tear excepted, and (ii) meet all applicable standards of the United States Department of Transportation and shall comply with any applicable interchange rules of the Association of American Railroads. The assembling, delivery, storage and transporting of the Equipment as hereinbefore provided are of the essence of this Lease, and upon application to any court of equity having jurisdiction in the premises the Lessor shall be entitled to a decree against the Lessee requiring specific performance of the covenants of the Lessee to so assemble, deliver, store and transport the Equipment. All per diem and incentive per diem charges (and charges similar thereto) earned or paid to the Lessee in respect of the Equipment after the date of termination of this Lease shall belong to the Lessor and, if received by the Lessee, shall be promptly turned over to the Lessor. The Lessee shall in addition pay to the Lessor for each day after

termination an amount equal to .0232639% of the Purchase Price of such Item of Equipment for each such day until such Item is returned.

SECTION 14. DEFAULT.

14.1. Events of Default. If, during the continuance of this Lease, one or more of the following events ("Events of Default") shall occur:

(a) Default shall be made in the payment of any part of the rental or other sums provided in Section 2 hereof or Section 11 hereof and such default shall continue for five calendar days after written notice thereof from the Lessor, the Trustor, the Secured Party or the holder of any Note; or

(b) Any representation or warranty made by the Lessee herein or in any statement or certificate furnished to the Lessor, the Trustor, the Assignee or the Lender pursuant to or in connection with this Lease proves untrue in any material respect as of the date of issuance or making thereof; or

(c) The Lessee shall make or permit any unauthorized assignment or transfer of this Lease or possession of the Equipment or any portion thereof; or

(d) Default shall be made in the observance or performance of any other of the covenants, conditions and agreements on the part of the Lessee contained herein and such default shall continue for thirty (30) days after written notice from the Lessor to the Lessee, specifying the default and demanding the same to be remedied; or

(e) The Lessee shall become insolvent or bankrupt or admit in writing its inability to pay its debts as they mature or shall make an assignment for the benefit of its creditors; or

(f) Bankruptcy, reorganization, arrangement or insolvency proceedings or other proceedings for relief under any bankruptcy or similar law or laws for the relief of debtors shall be instituted by or against the Lessee, or the Lessee shall permit or there shall occur any involuntary transfer of its interest hereunder or of all or substantially all of the Lessee's property by bankruptcy or by the appointment of a receiver or trustee or by execution or by any judicial or administrative decree or process or otherwise; unless in every such case such proceedings (if instituted against the Lessee) shall be dismissed or such assignment, transfer, decree or process shall within 60 days from the filing or other effective date therein be nullified, stayed or otherwise rendered ineffective, or unless any such receiver or trustee shall within 60 days from

determined in accordance with the procedures set forth in Section 20.2(b) hereof); provided, however, that in the event the Lessor shall have sold any Item of Equipment, the Lessor in lieu of collecting any amounts payable to the Lessor by the Lessee pursuant to the preceding clauses (x) or (y) of this part (i) with respect thereto, may, if it shall so elect, demand that the Lessee pay the Lessor and the Lessee shall pay to the Lessor on the date of such sale, as liquidated damages for loss of a bargain and not as a penalty, an amount equal to the excess, if any, of the Casualty Value of such Item of Equipment, as of the Fixed Rental payment date on or immediately preceding the date of termination over the net proceeds of such sale, and (ii) any damages and expenses, including reasonable attorney's fees, in addition thereto which the Lessor shall have sustained by reason of the breach of any covenant or covenants of this Lease, other than for the payment of rental.

14.2. Cumulative Remedies. The remedies in this Lease provided in favor of the Lessor shall not be deemed exclusive, but shall be cumulative, and shall be in addition to all other remedies in its favor existing at law or in equity. The Lessee hereby waives any requirements of law, now or hereafter in effect, which might limit or modify any of the remedies herein provided, to the extent that such waiver is permitted by law. The Lessee hereby waives any and all existing or future claims of any right to assert any offset against the rental payments due hereunder, and agrees to make the rental payments regardless of any offset or claim which may be asserted by the Lessee on its behalf against the Manufacturer, Tank Lining or any other party (which offsets and claims, if any, the Lessee reserves to assert against any such party) in connection with the Lease of the Equipment.

14.3. Lessor's Failure to Exercise Rights. The failure of the Lessor to exercise the rights granted it hereunder upon any occurrence of any of the contingencies set forth herein shall not constitute a waiver of any such right upon the continuation or recurrence of any such contingencies or similar contingencies.

SECTION 15. RETURN OF EQUIPMENT UPON DEFAULT.

15.1. Lessee's Duty to Return. If the Lessor or its assigns shall terminate this Lease pursuant to Section 14 hereof, the Lessee shall forthwith deliver possession of the Equipment to the Lessor. Each Item of Equipment returned to the Lessor pursuant to this Section 15.1 shall (i) be in the same order, repair and condition as when originally delivered to the Lessee, ordinary wear and tear excepted, and (ii) meet all applicable standards of the United States Department of Transportation and shall comply with any applicable interchange rules of the Association of American Railroads. For the purpose of delivering possession of any Item of Equipment to the Lessor as above required, the Lessee shall at its own cost, expense and risk (except as hereinafter stated):

cause in the use, operation or possession of the Equipment or any part thereof, or any damage to or loss or destruction of the Equipment or any part thereof, or by reason of any other indebtedness or liability, however and whenever arising, of the Lessor to the Lessee or to any other person, firm or corporation or to any governmental authority or for any cause whatsoever, it being the intent hereof that the Lessee shall be unconditionally and absolutely obligated to pay the assignee all of the rents and other sums which are the subject matter of the assignment, and (ii) the assignee shall have the sole right to exercise all rights, privileges and remedies (either in its own name or in the name of the Lessor for the use and benefit of the assignee) which by the terms of this Lease are permitted or provided to be exercised by the Lessor.

It is further understood and agreed that the right, title and interest of any such assignee in, to and under the Lease and the rents and other sums due and to become due under the Lease shall by the express terms granting and conveying the same be subject to the interest of the Lessee under this Lease in and to the Equipment and to the Lessee's quiet enjoyment thereof.

SECTION 17. ASSIGNMENTS BY LESSEE; USE AND POSSESSION.

17.1. Lessee's Rights to the Equipment. So long as the Lessee shall not be in default under this Lease, the Lessee shall be entitled to the possession and use of the Equipment and to the quiet enjoyment thereof in accordance with the terms of this Lease. The Lessee shall not assign, transfer or encumber its leasehold interest under this Lease in any of the Equipment, except to the extent permitted by the provisions of Section 17.2 hereof. The Lessee shall not part with the possession or control of, or suffer or allow to pass out of its possession or control, or sublease any of the Equipment, except to the extent permitted by the provisions of Section 17.2 hereof.

17.2. Use and Possession by Lessee. The Lessee agrees that the Equipment will be used solely within the continental limits of the United States of America or Canada; provided that the Lessee shall not permit more than 5% of the Items of Equipment at any time to be located within Canada and that in no event shall the Lessee use, assign, or permit the assignment of any Item of Equipment to service involving the regular operation and maintenance thereof outside the continental United States. The Lessee agrees that it will not, without prior written consent of the Lessor, which consent shall not be unreasonably withheld, assign this Lease or any of its rights hereunder or sublease any Item of Equipment; provided, however, that such consent shall not be required for (i) the sublease of any Item of Equipment to a direct or indirect subsidiary of the Lessee, provided that each such sublease shall be made expressly subject and subordinate to this Lease, or (ii) the use of any Item of Equipment by the Lessee's suppliers, customers and consignees of goods being shipped in the usual interchange of traffic. Any such assignment or

sublease shall by its express terms be made subject and subordinate to this Lease and the terms and provisions hereof. No assignment or sublease entered into by the Lessee hereunder shall relieve the Lessee of any liability or obligations hereunder, which shall be and remain those of a principal and not a guarantor.

The Lessee may receive and retain for its own account such compensation for assignment or subletting the Equipment and/or for use of the Equipment by others as the Lessee may determine. Without limiting the foregoing, it is contemplated that the Lessee shall collect and retain for its own account all mileage allowances, rentals and/or other compensation (hereinafter referred to as "Mileage") payable by carriers by reason of the use, ownership or operation of the Equipment, and if for any reason the Lessor shall receive any Mileage then, unless an Event of Default (or event which with the lapse of time or giving of notice, or both, would become an Event of Default) shall have occurred and be continuing, the Lessor shall promptly remit without interest said Mileage to the Lessee after the Lessee shall have furnished to the Lessor an opinion, ruling or other evidence reasonably satisfactory to the Lessor's legal counsel to the effect that the Lessor may remit all or any portion of said Mileage to the Lessee without violation of the provisions of 49 U.S.C. Section 46, as amended, or any other applicable law or regulation. The obligation of the Lessor under the next preceding sentence shall survive termination of this Lease.

17.3. Merger, Consolidation or Acquisition of Lessee.
Nothing in this Section 17 shall be deemed to restrict the right of the Lessee to assign or transfer its leasehold interest under this Lease in the Equipment or possession of the Equipment to any solvent corporation (which shall have duly assumed in writing the obligations hereunder of Lessee) into or with which the Lessee shall have become merged or consolidated or which shall have acquired the property of the Lessee as an entirety or substantially as an entirety, provided that any such assignee, successor or transferee will not, upon giving effect to such merger or consolidation or acquisition of properties, (a) be in default under any provision of this Lease, (b) have a net worth (determined in accordance with generally accepted principles of accounting) less than that of the Lessee immediately preceding such merger, consolidation or acquisition, and (c) have altered in any way the Lessee's obligations to the Lessor hereunder which shall be and remain those of a principal and not a guarantor.

If after giving effect to such merger, consolidation or acquisition, the requirements of Section 17.3(b) would not be met, the Lessee shall on the Fixed Rental payment date next preceding the date of such merger, consolidation or acquisition terminate this Lease by paying to the Lessor the higher of the then applicable Casualty Value of the Equipment or the Fair Market Value

thereof (determined in accordance with the procedures set forth in Section 20.2(b) hereof). Promptly thereafter the Lessor shall sell or otherwise dispose of the Equipment and distribute the proceeds therefrom in the manner contemplated by Section 11.6 hereof. Prior to any such sale or other disposal the Lessor shall offer the Lessee a right of first refusal purchase option with respect to the manner and upon the terms contemplated by Section 20.1 hereof.

SECTION 18. OPINION OF COUNSEL.

Concurrently with the delivery and acceptance of the first Item of Equipment hereunder, the Lessee will deliver to the Lessor seven counterparts of the written opinion of counsel for the Lessee addressed to the Lessor, the Trustor, Lincoln National and to any Assignee under Section 16 of which the Lessee has notice, in scope and substance satisfactory to the Lessor, to the effect that:

(a) The Lessee is a corporation duly organized, legally existing and in good standing, under the laws of the State of New York, and has full right, power and authority to enter into, execute and deliver the Acquisition Agreement, the Indemnity Agreement dated as of December 31, 1976 (the "Indemnity Agreement") between the Lessee and the Trustor, and this Lease and to perform each and all of the matters and things required to be observed or performed by the Lessee thereunder and hereunder;

(b) The Lessee has the corporate or other power and authority to own its property and carry on its business as now being conducted and is duly qualified to do business as a foreign corporation in all states in which such qualification is necessary to carry out the terms of this Lease, the Indemnity Agreement and the Acquisition Agreement;

(c) This Lease, the Indemnity Agreement and the Acquisition Agreement have been duly authorized, executed and delivered by the Lessee and constitute the valid, legal and binding agreements of the Lessee enforceable in accordance with their respective terms, except as such terms may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally;

(d) No approval, consent or withholding of objection is required from any public regulatory body with respect to entering into or performance by the Lessee of the Acquisition Agreement, the Indemnity Agreement or this Lease; and

(e) The execution and delivery by the Lessee of the Acquisition Agreement, the Indemnity Agreement and this Lease does not violate any provision of the Articles of Incorporation or By-laws of the Lessee, or any indenture, agreement, or other

instrument to which the Lessee is a party or by which it, or any of its property is bound, and will not be in conflict with, result in the breach of, or constitute (with due notice and/or lapse of time) a default under any such indenture, agreement, or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Lessee, except as contemplated and permitted hereby and to the best of such counsel's knowledge (after due investigation and inquiry) do not violate any provision of any law, any order of any court or governmental agency.

SECTION 19. LESSEE'S REPRESENTATIONS AND WARRANTIES; SURVIVAL.

19.1. Representations and Warranties. The Lessee represents and warrants that as of the date of execution hereof:

(a) The Lessee is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation; has all requisite power and authority and all necessary licenses and permits to own and operate its respective properties and to carry on its business as now conducted; and is duly licensed or qualified and is in good standing as a foreign corporation in each jurisdiction in which such qualification is necessary to carry out the terms of the Acquisition Agreement, the Indemnity Agreement and this Lease;

(b) The financial statements of the Lessee as of December 31, 1975, and for the fiscal year then ended, certified by Ernst & Ernst, and the unaudited financial statements of the Lessee as of and for the nine months ended September 30, 1976, and the Lessee's 10-K Report for 1975, as amended by Form 8 dated September 3, 1976; the reports to shareholders for the first, second and third quarters of 1976; the Lessee's Form 10-Q interim reports for such periods, and the Form 8-K for the month of July, 1976; and the most recent Proxy Statement dated March 5, 1976, copies of which have been furnished to the Lessor (hereinafter collectively referred to as the "financial statements") fairly present the financial condition of the Lessee and its subsidiaries as of said dates and the results of their operations for the respective period ended on said dates, and since December 31, 1975, there has been no material adverse change in such financial condition except as disclosed in said financial statements;

(c) The financial statements referred to in Section 19.1(b) do not, nor does any written statement furnished by the Lessee to the Trustor, the Lessor and Lincoln National in connection with the negotiation of the Lease, contain any untrue statement of

a material fact or omit a material fact necessary to make the statements contained therein or herein not misleading. There is no fact peculiar to the Lessee which the Lessee has not disclosed to you in writing which materially adversely affects nor, so far as the Lessee can now foresee, will affect materially adversely the financial condition of the Lessee or its subsidiaries considered as a whole;

(d) There are no legal, administrative or governmental proceedings pending to which the Lessee or any of its subsidiaries is a party or of which any property of the Lessee or any of its subsidiaries is the subject, which the Lessee believes will have a materially adverse effect upon the earnings or financial condition of the Lessee and its subsidiaries considered as a whole; and, to the best of the Lessee's knowledge, no such proceedings are threatened or contemplated by governmental authorities or threatened by others;

(e) The execution and delivery by the Lessee of the Acquisition Agreement, the Indemnity Agreement and this Lease and compliance by the Lessee with all of the provisions of said instruments --

(i) are within the corporate powers of the Lessee;
and

(ii) will not violate and will not conflict with or result in any breach of any of the terms, conditions or provisions of, or constitute a default under the Articles of Incorporation or By-laws of the Lessee or any indenture or other agreement or instrument to which the Lessee is a party or by which it may be bound or result in the imposition of any liens or encumbrances on any property of the Lessee, except as contemplated and permitted hereby, and to the best of its knowledge after due investigation and inquiry will not violate any provision of any law, any order of any court or governmental authority or agency;

(f) No Event of Default as defined in this Lease has occurred and is continuing and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute an Event of Default as herein defined. The Lessee is not in default in the payment of principal or interest on any indebtedness for borrowed money or in default under any instrument or instruments or agreements under and subject to which any indebtedness for borrowed money has been issued and no event has occurred and is continuing under the provisions of any such instrument or agreement which with the lapse of time or the giving of notice, or both, would constitute an Event of Default hereunder;

(g) No approval, consent or withholding of objection on the part of any regulatory body, state, Federal or local, is necessary in connection with the execution and delivery by the Lessee of the Acquisition Agreement, the Indemnity Agreement or this Lease or compliance by the Lessee with any of the provisions of any of said instruments;

(h) All Federal income tax returns required to be filed by the Lessee have, in fact, been filed, and all taxes which are shown to be due and payable in such returns have been paid; and there is no material controversy in respect of additional income taxes due which the Lessee believes will have a materially adverse effect upon the earnings or financial condition of the Lessee;

(i) Neither the Lessee, directly or indirectly, nor any agent including without limitation United States Leasing International, Inc., on its behalf, has offered or will offer the Notes or any similar security for sale to, or has solicited or will solicit any offer to acquire such Notes or any similar security from, or has otherwise approached or negotiated or will approach or negotiate in respect thereof with any person or persons so as thereby to bring the issuance and sale of such Notes within the provisions of Section 5 of the Securities Act of 1933, as amended; and neither the Lessee, directly or indirectly, nor any agent on its behalf has offered or will offer such Notes or any similar security or has solicited or will solicit an offer to acquire such Notes or any similar security from or has otherwise approached or negotiated or will approach or negotiate in respect of such Notes with any person or persons other than Lincoln National and not more than eleven other institutional investors, each of whom has offered a portion of such Notes at private sale for investment; and

(j) Neither the Lessee, directly or indirectly, nor any agent, including without limitation United States Leasing International, Inc., on its behalf, has offered or will offer the beneficial interest under the Trust Agreement in the Equipment (including any portion thereof), or the right to acquire the same, for sale to or has solicited or will solicit any offer to acquire such interest in the Equipment from or has otherwise approached or negotiated or will approach or negotiate in respect thereof with any person or persons, so as thereby to bring such interest in the Equipment within the provisions of Section 5 of the Securities Act of 1933, as amended; and neither the Lessee, directly or indirectly, nor any agent on its behalf, has offered such interest in the Equipment or solicited offers to acquire such interest in the Equipment from or otherwise approached, negotiated or communicated in any respect of such interest in the Equipment with anyone other than the Trustor and one other institutional investor, each of whom was offered such interest in the Equipment (or a portion thereof) at private sale for investment. By making the warranties contained in this Section 19.1(j),

the Lessee is not thereby acknowledging or implying that such an interest in the Equipment is a "security" within the meaning of Section 2(1) of the Securities Act of 1933, as amended.

19.2. Survival. The issuance and delivery of the Notes and the advance of funds by the Trustor under the Trust Agreement are being made in reliance on the representations and warranties contained in this Section 19 and said representations and warranties shall survive the execution and delivery of this Lease, said issuance and delivery of the Notes and said advance of funds by the Trustor and are expressly made for the benefit of, shall be enforceable by, and shall inure to the benefit of the Lessor, the Trustor and Lincoln National respectively.

SECTION 20. RIGHT OF FIRST REFUSAL AND OPTION TO RENEW.

20.1. Right of First Refusal. Provided that the Lessee is not in default hereunder, the Lessor shall not, at any time after the end of the term of this Lease, sell the Equipment unless:

(a) the Lessee shall then have failed to exercise its option to renew and extend this Lease as provided in Section 20.2 hereof;

(b) the Lessor shall have received from a responsible purchaser or purchasers a bona fide offer, or offers, satisfactory to the Lessor in writing to purchase all or any portion of the Items of Equipment;

(c) the Lessor shall have given the Lessee written notice (i) setting forth in detail the identity of such purchaser, the proposed purchase price, the proposed date of purchase and all other material terms and conditions of such purchase, including, without limitation, any arrangements for the financing of such purchase known to the Lessor, and (ii) offering to sell such Items of Equipment to the Lessee upon the same terms and conditions as those set forth in such notice; and

(d) the Lessor shall not have received written notification from the Lessee within 20 days following receipt of such notice by the Lessee of its election to purchase such Items of Equipment upon such terms and conditions.

This right of first refusal shall expire after the Lessee's first failure or refusal to exercise its purchase rights under this Section 20.1.

20.2. Renewal Options. Provided that the Lessee is not in default hereunder, the Lessee shall have the following renewal options:

(a) The Lessee shall have the option to renew and extend this Lease as to all but not less than all, of the Items of Equipment then leased hereunder at the expiration of the original term for one renewal term of two years and thereafter for one or more consecutive renewal terms of one year each upon and subject to the terms and conditions herein contained for the original term of this Lease; provided that the semiannual Fixed Rental payable for and during any such renewal term shall be an amount equal to the Fair Rental Value (as hereinafter defined) of such Items of Equipment. Each renewal term shall commence immediately upon the expiration of the preceding term. The Lessee shall give the Lessor written notice of any such election 180 days prior to the commencement of any renewal term provided for in this Section 20.

(b) The Fair Rental Value of an Item of Equipment shall be determined on the basis of, and shall be equal in amount to, the value which would obtain in an arm's-length transaction between an informed and willing lessee (other than a lessee currently in possession) and an informed and willing lessor under no compulsion to lease. If on or before 90 days prior to the date of commencement of the renewal term elected by the Lessee, the Lessor and the Lessee are unable to agree upon a determination of the Fair Rental Value of the Item of Equipment, such value shall be determined in accordance with the foregoing definition by a qualified independent Appraiser. The term Appraiser shall mean such independent appraiser as the Lessor and the Lessee may mutually agree upon, or filing such agreement, a panel of three independent appraisers, one of whom shall be selected by the Lessor within 30 days, the second by the Lessee within 30 days, and the third designated by the first two so selected. The Appraiser shall be instructed to make such determination within a period of 30 days following appointment, and shall promptly communicate such determination in writing to the Lessor and the Lessee. The determination so made shall be conclusively binding upon both the Lessor and the Lessee. Should the Lessor or the Lessee fail to appoint an Appraiser within 60 days prior to commencement of the renewal term, the appraisal submitted by the Appraiser selected by the other party shall be final and binding on both parties. The Lessor and the Lessee agree that they shall also calculate the Casualty Values to be applicable to the Equipment during any such renewal term in accordance with the procedures described in this Section 20.2(b). The expenses and fees of the Appraiser shall be borne by the Lessee.

20.3. Delivery of Equipment. Unless the Lessee has elected to purchase the Equipment then leased hereunder or to renew this Lease in respect of such Items of Equipment as provided in this Section 20, all of such Items of Equipment shall be returned to the Lessor at the end of the original term, or the then current renewal term, as the case may be, in accordance with Section 13 hereof.

SECTION 21. INTEREST ON OVERDUE RENTALS AND AMOUNTS PAID BY THE LESSOR.

Anything to the contrary herein contained notwithstanding, any nonpayment of the Interim Rental or the Fixed Rental due hereunder, or amounts expended by the Lessor on behalf of the Lessee, shall result in the obligation on the part of the Lessee to pay also an amount equal to 9.375% per annum (or the maximum rate allowed by law, whichever is less) on the overdue rentals and amounts expended for the period of time during which they are overdue or expended and not repaid.

SECTION 22. MISCELLANEOUS.

22.1. Notices. Any notice required or permitted to be given by either party hereto to the others shall be deemed to have been given when deposited in the United States mail, certified, postage prepaid, addressed as follows:

If to the Lessor
or the Agent:

Trust Company for USL, Inc.,
Trustee under B. F. Goodrich
Trust No. 1
1211 West 22nd Street
Chicago, Illinois 60521

With copies to:

United States Leasing International,
Inc.
633 Battery Street
San Francisco, California 94111

Attention: Vice President
Lease Underwriting Group

Borg-Warner Leasing Corporation
Suite 2700
One IBM Plaza
Chicago, Illinois 60611

Attention: Manager, Leveraged Leasing

If to the Lessee:

The B. F. Goodrich Company
500 South Main Street
Akron, Ohio 44318

Attention: Treasurer

or addressed to either party at such other address as such party shall hereafter furnish to the other party in writing.

22.2. Execution in Counterparts. This Lease, and any lease supplemental hereto, may be executed in several counterparts, each of which so executed shall be deemed to be an original and in each case such counterparts shall constitute but one and the same instrument.

22.3. Law Governing. This Lease shall be construed in accordance with the laws of Illinois; provided, however, that the parties shall be entitled to all rights conferred by any applicable federal statute, rule or regulation.

22.4. Partial Invalidity. The unenforceability or invalidity of any provision or provisions of this Lease shall not render any other provision or provisions herein contained unenforceable or invalid, provided that nothing contained in this Section 22.4 shall be construed to amend or modify the immunities of the Lessor or the Trustor in their respective personal or individual capacities provided for in Section 22.5 hereof, or to amend or modify any limitations or restrictions of the Lessee under said Section 22.5.

22.5. Limitations of Liability. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Lessor, while in form purporting to be the representations, covenants, undertakings and agreements of Trust Company for USL, Inc., are nevertheless each and every one of them made and intended not as personal representations, covenants and undertakings and agreements of it in its individual corporate capacity or for the purpose or with the intention of binding it in its individual corporate capacity, but are made and intended for the purpose of binding only the Trust as that term is used in the Trust Agreement; such Trust is the Lessor hereunder, and this Lease is executed and delivered by Trust Company for USL, Inc., not in its own right but solely in the exercise of the powers conferred upon it as such Trustee; and no liability or responsibility in its individual corporate capacity is assumed by nor shall at any time be asserted or enforceable against such corporation, or any incorporator or any past, present or future officer, director, shareholder or subscriber to the capital stock of, the Trustee, on account of this Lease or on account of any representation, covenant, undertaking or agreement of such corporation in this Lease contained, either expressed or implied, all such individual corporate liability, if any, being expressly waived and released by the Lessee; excepting, however, that the Lessee or any person claiming by, through or under it, making claim hereunder, may look to said Trust for satisfaction of the same.

22.6. Expenses. The Lessee agrees to pay all reasonable fees, disbursements and expenses of the Secured Party (as defined in the Trust Agreement) and the holders of the Notes under the Security Agreement incurred after purchase of the Equipment, including fees, disbursements and expenses incurred in connection with the enforcement or other protection of the Security Agreement or the security interest provided for therein.

22.7. Successors and Assigns. This Lease shall be binding upon and shall inure to the benefit of the Lessor and the Lessee and their respective permitted successors and assigns.

22.8. Headings and Table of Contents. All Section headings and the Table of Contents are inserted for convenience only and shall not affect any construction or interpretation of this Equipment Lease.

22.9. Severability. Any provision of this Lease which is prohibited or unenforceable in any jurisdiction shall be, as to such jurisdiction, ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by their respective officers thereunder duly authorized and their corporate seals to be hereto affixed as of the day and year first above written.

TRUST COMPANY FOR USEL, INC.,
as Trustee under a Trust Agreement
dated December 31, 1976

(Corporate Seal)

By


Its Trust Officer

LESSOR

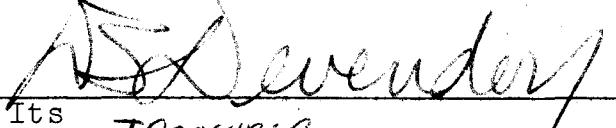
ATTEST:



THE B. F. GOODRICH COMPANY

(Corporate Seal)

By


Its Treasurer

LESSEE

ATTEST:



ASS'T SEC.

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

On this 9th day of February, 1977, before me personally appeared Mr. Thomas Thompson to me personally known, who being by me duly sworn, says that he is a Trust OFFICER of TRUST COMPANY FOR USL, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Joyce M. Anderson

Notarial Seal

My commission expires: 10/8/78

STATE OF OHIO)
) SS
COUNTY OF Summit)

On this 11th day of February, 1977, before me personally appeared David S. Dewendorf, to me personally known, who being by me duly sworn, says that he is a Treasurer of THE B. F. GOODRICH COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Joyce L. Rutman

Notarial Seal

My commission expires:

GREGORY L. RUTMAN, ATTORNEY
Notary Public State Of Ohio
My Commission Has No Expiration Date
Section 147.03 R. C.

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

On this _____ day of _____, 1977, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is a _____ of TRUST COMPANY FOR USL, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notarial Seal

My commission expires:

STATE OF OHIO)
) SS
COUNTY OF)

On this _____ day of _____, 1977, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is a _____ of THE B. F. GOODRICH COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notarial Seal

My commission expires:

CERTIFICATE OF ACCEPTANCE

TO: TRUST COMPANY FOR USL, INC., as Trustee under Trust Agreement
dated as of December 31, 1976.

ACF INDUSTRIES, INC.

TANK LINING CORPORATION

I, a duly appointed and authorized representative of the Lessee under the Equipment Lease dated as of December 31, 1976 between the Trustee and the Lessee for the Trustee, all as named in such Equipment Lease, do hereby certify that I inspected, received, approved and accepted delivery under the Equipment Lease of the following Items of Equipment, each of which has had applied thereto by Tank Lining Corporation a two coat interior lining:

TYPE OF EQUIPMENT: 100-ton covered hopper car
with roller bearings

PLACE ACCEPTED:

DATE ACCEPTED:

NUMBER OF UNITS:

NUMBERED:

I do further certify that each Item of Equipment described above is in good order and condition, and appears to conform to the specifications applicable thereto and to all applicable United States Department of Transportation and Interstate Commerce Commission and other United States agency requirements and specifications, and that each Item has been marked in accordance with Section 4.2 of the Equipment Lease.

(B. F. Goodrich Trust No. 1)

EXHIBIT A

I do further certify that each Item of Equipment described above has been labeled by means of a plate or a stencil printed in contrasting colors upon each side of the Item in letters not less than one inch in height as follows:

"Leased from a Bank or Trust Company, and
Subject to a Security Interest Recorded with
the Interstate Commerce Commission"

The execution of this Certificate will in no way relieve or decrease the responsibility of ACF Industries or Tank Lining for any warranties it has made with respect to the Equipment.

DATED: , 1977.

Inspector and Authorized Representative
of The B. F. Goodrich Company

SCHEDULE A

MANUFACTURER: ACF Industries, Inc.

DESCRIPTION OF EQUIPMENT: 95 100-ton covered hopper cars with roller bearings bearing The B. F. Goodrich Company identifying numbers BFGX 1000 to 1094, both inclusive

SPECIFICATIONS: Per Purchase Order No. 22-01-70157

ESTIMATED UNIT PURCHASE PRICE: \$33,000 per Item of Equipment

ESTIMATED TOTAL UNIT PURCHASE PRICE: \$3,135,000 for all 95 Items of Equipment

UNIT PURCHASE PRICE: \$31,650 per Item of Equipment or the price per Item set forth in the invoice (in no event to exceed the estimated unit purchase price) delivered by the Manufacturer on the date on which an Item is to be paid for pursuant to the Acquisition Agreement if such invoice is in fact delivered

LINING PURCHASE PRICE: \$1,385 per Item of Equipment

TOTAL LINING PURCHASE PRICE: \$131,575 for all 95 Items of Equipment

OUTSIDE DELIVERY DATE: April 15, 1977

DELIVER TO: The B. F. Goodrich Company
(as designated by the Railroad)

FIXED RENTAL PAYMENTS: Eighteen (18) semiannual rental payments in arrears each equal to 3.65388% of the aggregate Purchase Price (the Unit Purchase Price plus the Lining Purchase Price) of each Item of Equipment, followed by thirty-two (32) semiannual rental payments in arrears each equal to 4.46504% of such aggregate Purchase Price of such Item of Equipment

SCHEDULE OF CASUALTY VALUE

CASUALTY VALUE: The following per cent of Purchase Price to the Lessor of an Item of Equipment, including all taxes, lining and delivery charges, is to be paid on a Fixed Rental payment date pursuant to Section 11.3 of the Equipment Lease as the result of an Item becoming the subject of a Casualty Occurrence, depending upon when the Casualty Value is paid:

<u>Interim Rental or Fixed Rental Payment Date on which Casualty Value is Paid (Payment in Addition to Rent Payment)</u>	<u>Casualty Value Payable Per Item [in addition to Fixed Rental payment for such Item due on such date]</u>
April 30, 1977	104.1929
October 30, 1977	105.9859
April 30, 1978	107.8466
October 30, 1978	109.0766
April 30, 1979	109.8347
October 30, 1979	110.4902
April 30, 1980	110.8836
October 30, 1980	111.1600
April 30, 1981	111.2296
October 30, 1981	111.1505
April 30, 1982	110.8708
October 30, 1982	110.4558
April 30, 1983	109.8525
October 30, 1983	109.1325
April 30, 1984	108.3103
October 30, 1984	107.4236
April 30, 1985	106.4543
October 30, 1985	105.4267
April 30, 1986	104.3243
October 30, 1986	102.3587
April 30, 1987	100.2990
October 30, 1987	98.1767
April 30, 1988	95.9742
October 30, 1988	93.7234
April 30, 1989	91.4103
October 30, 1989	89.0443
April 30, 1990	86.6172
October 30, 1990	84.1414
April 30, 1991	81.6103
October 30, 1991	79.0262
April 30, 1992	76.3869
October 30, 1992	73.6856
April 30, 1993	70.9353
October 30, 1993	68.1819

SCHEDULE B

Interim Rental or
Fixed Rental Payment Date
on which Casualty Value is
Paid (Payment in Addition
to Rent Payment)

Casualty Value Payable Per
Item [in addition to Fixed
Rental payment for such
Item due on such date]

April 30, 1994	65.4422
October 30, 1994	62.7136
April 30, 1995	60.0105
October 30, 1995	57.3304
April 30, 1996	54.6896
October 30, 1996	52.0979
April 30, 1997	49.6018
October 30, 1997	47.1593
April 30, 1998	44.6264
October 30, 1998	41.9714
April 30, 1999	39.2213
October 30, 1999	36.3412
April 30, 2000	33.3568
October 30, 2000	30.2327
April 30, 2001	26.9943
October 30, 2001	23.6058
April 30, 2002 and during storage	20.0000